



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

September 3, 2002

GENERAL NOTICE OF POTENTIAL LIABILITY
DEMAND FOR PAYMENT
TOLLING AGREEMENT
INFORMATION REQUEST
URGENT LEGAL MATTER - PROMPT REPLY REQUESTED
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Wayne W. Murdy, Chairman, President, and Chief Executive Officer
Newmont Mining Corporation
One Norwest Center
1700 Lincoln Street
Denver, CO 80203

SUBJ: Grey Eagle Mine Superfund Site, Siskiyou County, California

Dear Mr. Murdy:

Pursuant to the authority of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (CERCLA), 42 U.S.C. §§ 9601, *et seq.*, the United States Environmental Protection Agency (EPA) has determined that there was a release or substantial threat of a release of hazardous substances, as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), from the Grey Eagle Mine Superfund Site (Site). The purpose of this letter is to notify Newmont Mining Corporation (Newmont) of the potential liability, as defined by Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), it may have incurred with respect to the Site, to demand reimbursement of response costs that have been incurred by EPA at the Site, and to request information regarding the Site pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e).

Site Background

The Site is located in the Klamath Mountains, Northern California, five miles north of the town of Happy Camp, in Siskiyou County, California. Exploration and mining activities began at the Site as early as 1895. Throughout the twentieth century, operations at the facility included the mining for copper, silver and gold. Ores from these operations were milled and then the tailings and waste rocks were pumped to the tailing disposal area at the mouth of Luther Gulch, along Indian Creek. Indian Creek meets the Klamath River at the Town of Happy Camp. The mill tailings contain high levels of hazardous substances including arsenic, chromium, copper, nickel and zinc. Rainwater leaching through tailings piles caused the discharge of these heavy metals as well as producing acid mine drainage into Indian Creek, a tributary of the Klamath River.

At the request of the United States Forest Service on behalf of the Klamath National Forest and the Karuk Tribe, an affected community adjacent to and downstream from the Site, EPA performed Site Assessments (SAs) in June 1996 and August 1998. Data collected during the SAs indicated conditions within the tailings pile which were consistent with a strong oxidizing and acidic environment. A water sample of the leachate stream adjacent to the tailing piles had a pH of 3.1. Soils sampled from the

tailings had a rinsate pH value ranging from 2.8 to 4.5. The water percolating through the piles were transporting and depositing metals into and downstream within Indian Creek. Release of these hazardous substances into the creek and highly acidic conditions posed a threat to local ecosystems and native species. Further, the meandering of Indian Creek was undercutting the bank along the tailings pile wall. Eventually, this migration would lead to a major release of tailing into the creek. On September 8, 1998, EPA's Emergency Response Office determined that a time critical removal action was necessary to address the immediate threat presented by the hazardous substances at the Site. The resulting response action included consolidation of mine tailings, re-grading and adjusting the slope of the tailings surface, installing rip-rap at the base of the tailings pile near Indian Creek to prevent erosion, and capping, backfilling and seeding the surface of the tailings pile. The Site has not been placed on the National Priorities List.

Notice of Potential Liability

As the Site Background details, EPA has documented the release of hazardous substances, pollutants, or contaminants at the Site. EPA has spent public funds on actions to investigate and control such releases at the Site. Under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), potentially responsible parties (PRPs) may be held liable for all costs incurred by the United States Government (including interest) in responding to any release or threatened release of hazardous substances at the Site. Such costs may include, but are not limited to, expenditures for investigations, planning, response, enforcement activities, oversight of response actions that are performed by parties other than EPA or its contractors, and operation and maintenance of monitoring systems. PRPs under CERCLA include current and former owners or operators of the Site, persons who arranged for treatment and/or disposal of hazardous substances found at the Site, and persons who accepted hazardous substances for transport and selected the Site to which the hazardous substances were delivered.

EPA has evaluated evidence in connection with its investigations and determined that Newmont was the operator of the facility during the time of disposal of hazardous substances at the Site. Specifically, Newmont controlled day-to-day operations at the facility during the World War II era and in association with the production of copper. Newmont made operational decisions, including but not limited to, determining the location and method of disposal of mill tailings at the mouth of Luther Gulch and along Indian Creek. As an operator of the Site during the time of disposal of hazardous substances at the Site, Newmont is a PRP under Section 107(a) of CERCLA.

Demand for Payment

The approximate total response costs identified through January 11, 2002, for the Site are \$2,570,743.75. This statement of expenditures is preliminary, and does not limit EPA from providing a revised figure if additional costs are identified. A summary of these costs is enclosed as Attachment A. In accordance with Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), demand is hereby made for payment of the above amount plus any and all interest recoverable under Section 107 or any other provisions of law.

Interest on past costs incurred shall accrue from the date of this demand for payment, and interest on future costs shall accrue from the date of expenditure, pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a). Interest rates are variable. The rate applicable on any unpaid amounts for any fiscal year is the same as is specified for interest on investments of the Hazardous Substances Superfund which is determined by the Department of Treasury. EPA is not required by CERCLA to issue a written demand for recovery of prejudgment interest. However, the date a written demand is made may be used by a court in determining the date from which prejudgment interest begins to accrue.

Remittance must be in the form of a certified or cashier's check made payable to the "U.S. EPA Hazardous Substances Superfund" established pursuant to CERCLA in Title 26, Chapter 98 of the Internal Revenue Code, and must reference the Grey Eagle Superfund Site and site/spill number 09CP. Please send the remittance to:

U.S. EPA, Region 9
Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

If you desire to discuss this matter with EPA, please contact Thanne Cox, Assistant Regional Counsel, no later than thirty (30) calendar days after receipt of this letter. Ms. Cox may be contacted by telephone at the number provided at the end of this letter or by email at cox.elizabeth@epa.gov.

EPA would like to encourage good faith negotiations between the PRPs and EPA and between Newmont and the other PRPs. To assist Newmont in preparing a proposal and in negotiating with EPA concerning this matter, EPA is providing the names and addresses of the other PRPs receiving this letter in Attachment B. While liability under CERCLA is joint and several, Newmont and any other party may allocate among themselves the costs to be paid to EPA.

Tolling Agreement

EPA is contemplating referring this matter to the United States Department of Justice. However, in order to conduct further investigations and allow time for settlement negotiations with EPA to resolve this matter without the threat of litigation, we request that Newmont consider entering into a Tolling Agreement with the United States. A Tolling Agreement is attached for your review. (See Attachment C). If Newmont wishes to enter into this Tolling Agreement please sign and return the attached agreement to Thanne Cox, Assistant Regional Counsel, no later than seven (7) calendar days after receipt of this letter.

If you fail to either respond to the demand for payment within thirty (30) calendar days from the date of this letter or return the signed tolling agreement, EPA will conclude that Newmont has declined to reimburse the Hazardous Substance Superfund for Site expenditures and has declined to negotiate with the United States to resolve its liability. The United States may then pursue civil litigation against Newmont pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a).

Request for Information

Pursuant to the authority of Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604, as amended, and Section 3007 of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6927, you or a representative of your company are hereby requested to respond to the Information Request set forth in Attachment D hereto on behalf of Newmont.

Compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within twenty (20) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104(e) of CERCLA, as amended, and/or Section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-seven thousand five hundred dollars (\$27,500) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations to the Information Request may subject Newmont to criminal penalties under 18 U.S.C. §

1001 or Section 3008(d) of RCRA, 42 U.S.C. § 6928(d).

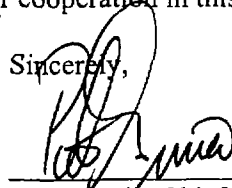
This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request on behalf of Newmont should be mailed to:

Thanne Cox
U.S. Environmental Protection Agency Region 9
Mail Code ORC-3
75 Hawthorne Street
San Francisco, California 94105

If you need further information, please direct your questions to Thanne Cox, Assistant Regional Counsel, at (415) 972-3908. Thank you for your cooperation in this matter.

Sincerely,



Peter Guria, Chief
Emergency Response Office

Enclosures: A. Cost Documentation
 B. List of Potentially Responsible Parties
 C. Tolling Agreement
 D. Information Request

ATTACHMENT A

Cost Documentation

Itemized Cost Summary

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

REGIONAL PAYROLL COSTS	\$32,342.37
EPA INDIRECT COSTS	\$669,236.80
REGIONAL TRAVEL COSTS	\$11,586.56
EMERGENCY RAPID RESPONSE SERVICES (ERRS)	
CET ENVIRONMENTAL SERVICES, INC. (68-W7-0016)	\$1,710,538.65
ENFORCEMENT SUPPORT SERVICES (ESS)	
SCIENCE APPLICATIONS INTERNATIONAL CORP. (68-W4-0021)	\$5,216.69
OTHER	
CALIFORNIA NEWSPAPER SERVICE (999AHJ9003)	\$51.00
RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)	
ASRC AEROSPACE CORP (68-W0-1002)	\$118.63
ARMSTRONG DATA SERVICES, INC. (68-W5-0024)	\$1,695.44
SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)	
ECOLOGY AND ENVIRONMENT, INC. (68-W6-0010)	\$139,957.61
Total Site Costs:	<u><u>\$2,570,743.75</u></u>

Regional Payroll Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
DUENAS, EDELBERTO G.	2001	12	17.50	513.54
FINANCIAL SPECIALIST		13	18.00	528.20
			35.50	\$1,041.74
HUSBY, PETER G.	2000	02	27.00	1,150.94
ENVIRONMENTAL SCIENTIST			27.00	\$1,150.94
JAROS, JOHN R.	1996	15	30.00	889.56
ENVIRONMENTAL PROTECTION SPECIALIST		16	11.00	326.16
	1998	26	48.00	1,568.59
			89.00	\$2,784.31
MANDEL, ROBERT M.	1998	24	29.00	1,207.84
ENVIRONMENTAL SCIENTIST		25	23.00	957.95
		26	44.00	1,832.58
	1999	01	9.00	374.84
		02	45.00	1,874.24
		03	38.00	1,582.69
		04	2.00	83.30
		05	1.00	41.65
		06	6.00	249.90
		09	3.00	130.35
		10	3.00	130.35
		13	2.00	86.90
		15	38.00	1,651.10
		16	2.00	86.90
		17	1.00	43.45
		21	1.00	43.45
		22	1.00	43.45
		25	2.00	86.90
			250.00	\$10,507.84
MCCRACKEN, CATHERINE M.	1998	25	7.00	202.65
COMMUNITY INVOLVEMENT		26	26.50	767.11
			33.50	\$969.76
NELSON, KAREN A.	1996	17	18.00	418.96

Regional Payroll Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ENVIRONMENTAL PROTECTION SPECIALIST	1996	18	13.00	302.59
		19	3.00	69.83
		20	8.00	186.21
		21	2.00	46.56
			<u>44.00</u>	<u>\$1,024.15</u>
RABBINO, DAVID A.	1996	17	31.25	1,303.91
ATTORNEY-ADVISOR	1998	26	4.00	194.19
	1999	04	2.25	103.85
			<u>37.50</u>	<u>\$1,601.95</u>
SHIPLEY, BRADLEY R. ENVIRONMENTAL ENGINEER	1999	03	51.00	2,087.11
		04	5.00	204.61
		06	36.00	1,483.50
		07	18.00	741.75
		08	64.00	2,746.56
		09	6.00	257.49
		10	1.00	42.92
			<u>181.00</u>	<u>\$7,563.94</u>
SUTER, DANIEL B. ENVIRONMENTAL SCIENTIST	1999	01	36.00	1,329.26
		02	45.00	1,673.17
		03	1.00	36.93
		14	2.00	76.82
		15	36.00	1,382.62
			<u>120.00</u>	<u>\$4,498.80</u>
WEDEN, CHRISTOPHER ENVIRONMENTAL ENGINEER	1999	03	1.00	42.77
		04	27.00	1,156.17
			<u>28.00</u>	<u>\$1,198.94</u>
Total Regional Payroll Costs			<u>845.50</u>	<u>\$32,342.37</u>

Headquarters Payroll Costs
GREY EAGLE MINE, NV, NV SITE ID = 09 CP
UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Employee Name</u>	<u>Fiscal</u> <u>Year</u>	<u>Pay</u> <u>Period</u>	<u>Payroll</u> <u>Hours</u>	<u>Payroll</u> <u>Costs</u>
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EPA Indirect Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
1996	28,817.62	30.78%	8,870.07
1997	9,338.96	36.64%	3,421.80
1998	8,658.20	40.85%	3,536.88
1999	1,805,247.30	35.23%	635,988.61
2000	48,613.32	35.23%	17,126.48
2001	831.55	35.23%	292.96
	<u>1,901,506.95</u>		
Total EPA Indirect Costs			<u>\$669,236.80</u>

Regional Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

Traveler/Vendor Name	Travel Number	Treasury Schedule	Treasury Schedule Date	Travel Costs
HUSBY, PETER G. ENVIRONMENTAL SCIENTIST	4458903	ACHA99319	11/17/1999	170.46
				<hr/> \$170.46
JAROS, JOHN R. ENVIRONMENTAL PROTECTION SPECIALIST	T4301448	000A96124	05/07/1996	156.66
	T4470355	ACHA98240	09/01/1998	150.60
	T4487014	ACHA98271	09/30/1998	509.16
				<hr/> \$816.42
MANDEL, ROBERT M. ENVIRONMENTAL SCIENTIST	T4470354	ACHA98252	09/11/1998	155.90
	T4486585	ACHA98289	10/20/1998	1,327.98
	T4486586	ACHA98289	10/20/1998	420.64
	T4487509	ACHA98310	11/10/1998	1,369.37
	T4505047	ACHA99025	01/27/1999	575.97
	T4522046	ACHA99116	04/28/1999	591.79
				<hr/> \$4,441.65
MCCRACKEN, CATHERINE M. COMMUNITY INVOLVEMENT	T4465875	ACHA98282	10/14/1998	588.69
				<hr/> \$588.69
SHIPLEY, BRADLEY R. ENVIRONMENTAL ENGINEER	T4487873	ACHA98329	11/30/1998	637.41
	T4492971	ACHA99006	01/08/1999	470.25
	T4492973	ACHA99027	01/29/1999	923.50
				<hr/> \$2,031.16
SUTER, DANIEL B. ENVIRONMENTAL SCIENTIST	T4487501	ACHA98308	11/06/1998	1,775.79
	T4522754	ACHA99119	05/03/1999	947.37
				<hr/> \$2,723.16

Regional Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
WEDEN, CHRISTOPHER	T4487871	ACHA98327	11/25/1998	790.02
ENVIRONMENTAL ENGINEER	T4487871	ACHA99025	01/27/1999	25.00
				<u>\$815.02</u>
Total Regional Travel Costs				<u><u>\$11,586.56</u></u>

Headquarters Travel Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
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Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001EMERGENCY RAPID RESPONSE SERVICES (ERRS)

Contractor Name: CET ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: 68-W7-0016

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	9947	09/09/1998	09/30/2000

Project Officer(s): LEE, BARBARA Y.
WEDEN, CHRISTOPHER

Dates of Service: From: 09/09/1998 To: 09/30/2000

Summary of Service:

Total Costs: \$1,710,538.65

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
9947-001-01	10/21/1998	30,735.73	99157 12/04/1998	30,735.73	2,063.41
9947-001-02	11/16/1998	295,387.66	99206 12/22/1998	295,387.66	19,830.56
9947-001-03	12/14/1998	771,697.96	99277 01/15/1999	771,697.96	51,807.17
1/002-05	03/04/1999	87,634.23	99442 04/01/1999	87,634.23	5,883.24
9947-001-04	03/04/1999	62,743.36	99444 04/02/1999	62,743.36	4,212.22
9947-002-06	04/05/1999	27,512.96	99511 05/03/1999	27,512.96	1,847.06
9947-002-07	04/28/1999	112,088.08	99562 05/26/1999	112,088.08	7,524.92
9947-002-08	05/25/1999	78,745.31	99622 06/22/1999	78,745.31	5,286.48
9947-002-09	07/01/1999	63,484.37	99703 07/29/1999	63,484.37	4,261.96
9947-002-10	08/03/1999	67,554.80	99771 08/30/1999	67,554.80	4,535.22
9947-002-11	10/29/1999	1,009.27	00109 11/26/1999	1,009.27	140.43
9947-002-12	01/06/2000	2,543.63	00264 02/11/2000	2,543.63	353.92
9947-002-13	03/03/2000	1,741.24	00371 04/04/2000	1,741.24	242.28
9947-002-14	12/07/2000	-295.88	01157 12/21/2000	-295.88	-32.94
Total:				\$1,602,582.72	\$107,955.93

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

EMERGENCY RAPID RESPONSE SERVICES (ERRS)

Contractor Name: CET ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: 68-W7-0016

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	9947	09/09/1998	09/30/2000

Project Officer(s): LEE, BARBARA Y.
WEDEN, CHRISTOPHER

Dates of Service: From: 09/09/1998 To: 09/30/2000

Summary of Service:

Total Costs: \$1,710,538.65

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
9947-001-01	99157	Region - Final	0.067134
9947-001-02	99206	Region - Final	0.067134
9947-001-03	99277	Region - Final	0.067134
1/002-05	99442	Region - Final	0.067134
9947-001-04	99444	Region - Final	0.067134
9947-002-06	99511	Region - Final	0.067134
9947-002-07	99562	Region - Final	0.067134
9947-002-08	99622	Region - Final	0.067134
9947-002-09	99703	Region - Final	0.067134
9947-002-10	99771	Region - Final	0.067134
9947-002-11	00109	Region - Final	0.139141
9947-002-12	00264	Region - Final	0.139141
9947-002-13	00371	Region - Final	0.139141
9947-002-14	01157	Region - Provisional	0.111313

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORP.

EPA Contract Number: 68-W4-0021

Project Officer(s): COMMISSO, ANGELA
IRESON, CAROLINE L.

Dates of Service: From: 08/08/1998 To: 07/31/1999

Summary of Service:

Total Costs: \$5,216.69

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
90052	09/11/1998	179,550.39	R9016 10/08/1998	2,894.18	12.87
90053	10/09/1998	263,333.15	R9087 11/05/1998	951.65	4.23
90054	11/11/1998	258,697.64	R9168 12/09/1998	1,072.20	3.81
90055	12/04/1998	172,622.97	R9236 12/31/1998	39.08	0.14
90065	10/18/1999	144,730.94	R0085 11/15/1999	127.45	0.45
90067	12/13/1999	143,055.09	R0210 01/11/2000	110.24	0.39
Total:				\$5,194.80	\$21.89

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORP.

EPA Contract Number: 68-W4-0021

Project Officer(s): COMMISSO, ANGELA
IRESON, CAROLINE L.

Dates of Service: From: 08/08/1998 To: 07/31/1999

Summary of Service:

Total Costs: \$5,216.69

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
90052	R9016	National - Final	0.004447
90053	R9087	National - Final	0.004447
90054	R9168	National - Provisional	0.003558
90055	R9236	National - Provisional	0.003558
90065	R0085	National - Provisional	0.003558
90067	R0210	National - Provisional	0.003558

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

OTHER

Contractor Name: CALIFORNIA NEWSPAPER SERVICE

EPA Contract Number: 999AHJ9003

Project Officer(s):

Dates of Service: From: To:

Summary of Service:

Total Costs: \$51.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
CNS1664670	12/16/1998	51.00	000A99021 01/25/1999	51.00
			Total:	<u><u>\$51.00</u></u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)

Contractor Name: ASRC AEROSPACE CORP
EPA Contract Number: 68-W0-1002
Delivery Order Information DO # Start Date End Date
27 01/01/2001 02/28/2001
Project Officer(s): CHAN, ELAINE
Dates of Service: From: 01/01/2001 To: 02/28/2001
Summary of Service:
Total Costs: \$118.63

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
3	02/13/2001	198,614.75	R1297 03/09/2001	77.11
4	03/06/2001	145,533.95	R1348 04/04/2001	41.52
Total:				<u>\$118.63</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001RECORDS MANAGEMENT SUPPORT SERVICES (RMSS)

Contractor Name: ARMSTRONG DATA SERVICES, INC.

EPA Contract Number: 68-W5-0024

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	210	11/01/1998	07/31/2000

Project Officer(s): CHAN, ELAINE

Dates of Service: From: 11/01/1998 To: 07/31/2000

Summary of Service:

Total Costs: \$1,695.44

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
9910-210-04	12/08/1998	110,828.49	R9262 01/11/1999	1,009.54
9920-210-10	03/14/2000	147,147.82	R0386 04/12/2000	416.38
9920-210-12	04/10/2000	139,362.75	R0444 05/15/2000	22.38
9920-210-14	05/05/2000	158,812.00	R0482 06/05/2000	170.85
9920-21020	08/08/2000	129,938.03	R0651 09/07/2000	76.29
			Total:	<u>\$1,695.44</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
3	04/19/1996	171,521.73	R6565 05/23/1996	596.17	251.89
4	05/16/1996	276,245.20	R6624 06/17/1996	6,996.33	2,956.08
5	06/18/1996	211,003.32	R6706 07/18/1996	2,618.41	1,106.33
6	07/09/1996	220,958.14	R6761 08/09/1996	7,133.58	3,014.07
7	08/19/1996	264,075.24	R6876 09/23/1996	312.35	131.97
8	09/16/1996	267,569.11	R7066 10/23/1996	5,746.25	2,427.90
9	10/11/1996	264,999.81	R7128 11/14/1996	533.24	225.30
14	05/15/1997	312,906.46	R7744 06/26/1997	285.60	120.67
22	11/20/1997	79,259.07	R8214 12/18/1997	781.45	330.18
33	09/17/1998	324,615.43	R9051 10/21/1998	7,059.16	2,982.63
34	10/20/1998	504,115.96	R9130 11/23/1998	5,314.64	2,245.53
35	11/17/1998	511,096.29	R9215 12/24/1998	6,071.58	2,565.36
36	12/17/1998	365,509.16	R9282 01/20/1999	6,330.92	2,674.94
37	01/14/1999	421,761.65	R9330 02/12/1999	3,996.00	1,688.39
38	02/12/1999	408,560.02	R9414 03/19/1999	1,655.21	699.35
39	03/18/1999	491,176.45	R9486 04/21/1999	4.31	1.82
40	04/20/1999	559,518.01	R9553 05/20/1999	2,319.96	980.23
41	05/20/1999	1,133,460.91	R9612 06/17/1999	4,485.31	1,895.13
42	06/18/1999	467,421.32	R9697 07/26/1999	5,304.56	2,241.28
43	07/16/1999	369,103.04	R9738 08/13/1999	1,097.27	463.62
44	08/19/1999	654,858.89	R9825 09/22/1999	1,389.03	586.89
45	09/20/1999	392,460.00	R0055 10/29/1999	3,468.45	1,465.49
47	11/20/1999	652,976.06	R0159 12/16/1999	9,248.86	3,907.82
48	12/20/1999	443,804.17	R0233 01/21/2000	1,948.56	823.30
49	01/20/2000	491,236.70	R0294 02/24/2000	1,157.42	489.03
50	02/18/2000	586,740.36	R0337 03/17/2000	7,751.21	3,275.03

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY

10/01/1980 THROUGH 12/31/2001

SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
51	03/17/2000	492,423.08	R0397 04/18/2000	4,781.34	2,020.21
Total:				<u>\$98,387.17</u>	<u>\$41,570.44</u>

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
3	R6565	Contract Class - Provisional	0.422519
4	R6624	Contract Class - Provisional	0.422519
5	R6706	Contract Class - Provisional	0.422519
6	R6761	Contract Class - Provisional	0.422519
7	R6876	Contract Class - Provisional	0.422519
8	R7066	Contract Class - Provisional	0.422519
9	R7128	Contract Class - Provisional	0.422519
14	R7744	Contract Class - Provisional	0.422519
22	R8214	Contract Class - Provisional	0.422519
33	R9051	Contract Class - Provisional	0.422519
34	R9130	Contract Class - Provisional	0.422519
35	R9215	Contract Class - Provisional	0.422519
36	R9282	Contract Class - Provisional	0.422519
37	R9330	Contract Class - Provisional	0.422519
38	R9414	Contract Class - Provisional	0.422519
39	R9486	Contract Class - Provisional	0.422519
40	R9553	Contract Class - Provisional	0.422519
41	R9612	Contract Class - Provisional	0.422519
42	R9697	Contract Class - Provisional	0.422519
43	R9738	Contract Class - Provisional	0.422519
44	R9825	Contract Class - Provisional	0.422519
45	R0055	Contract Class - Provisional	0.422519
47	R0159	Contract Class - Provisional	0.422519
48	R0233	Contract Class - Provisional	0.422519
49	R0294	Contract Class - Provisional	0.422519
50	R0337	Contract Class - Provisional	0.422519

Contract Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001SUPERFUND TECHNICAL ASSIST RESPONSE TEAM (START)

Contractor Name: ECOLOGY AND ENVIRONMENT, INC.

EPA Contract Number: 68-W6-0010

Project Officer(s): LEE, BARBARA Y.
MITGUARD, MATTHEW A.
NELSON, KAREN A.
TEMPLE, CELESTE (NMN)

Dates of Service: From: 12/15/1995 To: 02/26/2000

Summary of Service:

Total Costs: \$139,957.61

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
51	R0397	Contract Class - Provisional	0.422519

Financial Cost Summary for the Contract Lab Program

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

CONTRACT LAB PROGRAM (CLP) COSTS

Miscellaneous (MIS) Costs

GREY EAGLE MINE, NV, NV SITE ID = 09 CP

UNRECONCILED COST SUMMARY- FOR INTERNAL USE ONLY
10/01/1980 THROUGH 12/31/2001

ATTACHMENT B

List of Potentially Responsible Parties

1. Newmont Mining Corporation
Wayne W. Murdy, Chairman, President, and Chief Executive Officer
One Northwest Center
1700 Lincoln Street
Denver, CO 80203
2. Siskon Gold Corporation
Timothy A. Callaway-CEO
10556 Combie Road STE 6206
Auburn, California 95602
3. Lafarge North America
Philippe Rollier, President and CEO
12950 Worldgate Drive
Suite 600
Herndon, Virginia 20170
4. Noranda, Inc.
David Kurr-Chairman, CEO
Derek Pannell, President
181 Bay Street, Suite 4100
P.O Box 755
Toronto, ON M5J 2, Canada

ATTACHMENT C

Tolling Agreement

**TOLLING AGREEMENT
FOR CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL
RESPONSE, COMPENSATION AND LIABILITY ACT
RELATING TO THE GREY EAGLE SUPERFUND SITE**

The United States, on behalf of the United States Environmental Protection Agency, contends that it has a cause of action pursuant to Section 107 of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 40 U.S.C. §§ 9607, against Newmont Mining Corporation ("Defendant") for cost recovery at the Grey Eagle Superfund Site located five miles north of Happy Camp in Siskiyou County, California (the "Tolled Claims").

The United States and Defendant ("Parties") enter into this Tolling Agreement to facilitate settlement negotiations between the Parties within the time period provided by this Agreement, without thereby altering the claims or defenses available to any Party hereto, except as specifically provided herein.

The Parties, in consideration of the covenants set out herein, agree as follows:

1. Notwithstanding any other provision of this Tolling Agreement, the period commencing on September 1, 2002, and ending on June 17, 2003, inclusive (the "Tolling Period"), shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States on the Tolled Claims.

2. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

3. Defendant shall not assert, plead, or raise against the United States in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

4. This Tolling Agreement does not constitute any admission or acknowledgment of any fact, conclusion of law, or liability by any Party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to the Tolled Claims. The United States reserves the right to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable.

5. This Tolling Agreement may not be modified except in a writing signed by all the Parties. The Parties acknowledge that this Tolling Agreement may be extended for such period of time as the Parties agree to in writing.

6. It is understood that the United States may terminate settlement negotiations and commence suit at any time, upon provision of written notice by mail to the Defendant. Where the United States elects to terminate negotiations under this Paragraph, the Tolling Period shall continue for the duration set forth in Paragraph 1. Nothing herein shall preclude the commencement of any action by the United States to protect the public health, welfare, or the environment without provision of advance notice.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the United States in a complaint against Defendant or the date on which the United States may file such a complaint, except as expressly stated herein.

8. This Agreement is not intended to affect any claims by or against third parties.

9. Defendant shall preserve and maintain, during the pendency of the Tolling Period, and for a minimum of 90 days after termination of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to the Trolled Claims, regardless of any corporate or document retention policy to the contrary.

10. This Tolling Agreement is effective upon execution by the Defendant and without the requirement of filing with the Court, and may be signed in counterparts.

11. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

12. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the United States, acting on behalf of the United States Environmental Protection Agency, and upon Defendant and its successors.

SIGNATURES

The United States, on behalf of the United States Environmental Protection Agency consents to the terms and conditions of this Tolling Agreement by its duly authorized representatives on this ____ day of _____, 2002.

Ellen Mahan

Assistant Section Chief
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

By: _____
Matthew Fogelson
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources
Division
United States Department of Justice

Defendant consents to the terms and conditions of this Tolling Agreement by its
duly authorized representative on this ____ day of _____, 2002.

By: _____

ATTACHMENT D

Information Request

Newmont Mining Corporation

INFORMATION REQUEST

Instructions

1. Please provide a separate narrative response to each and every Question and subpart of a Question set forth in this Information Request.
2. Precede each answer with the number of the Question to which it corresponds.
3. If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA of this fact as soon as possible and provide EPA with a corrected response.
4. For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the Question to which it responds.
5. The information requested herein must be provided even though the Respondent may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean Newmont Mining Corporation or its authorized representative(s).
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" or the "facility" shall mean the Grey Eagle Mine Site located 5 miles north of Happy Camp, Siskiyou County, California.
4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such pollutants and contaminants with any other substances. Petroleum products mixed with pollutants and contaminants are also included in this definition.
5. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
6. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to, all hazardous substances, pollutants and contaminants, hazardous wastes and solid wastes, as defined above.
8. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
9. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
10. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.
11. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its

business.

12. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.

13. The term "release" has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22), and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discharging of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.

14. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intraoffice communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.

15. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

16. The term "arrangement" means every separate contract or other agreement between two or more persons.

17. The terms "transaction" or "transact" mean any sale, transfer, giving, delivery, change in ownership, or change in possession.

18. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

19. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory

or regulatory definitions shall apply.

20. The term "property interest" means any interest in property including but not limited to, any ownership interest, including an easement, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

21. The term "asset" shall include the following: real estate, buildings or other improvements of real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations and unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

Questions

1. Identify the person(s) answering these Questions on behalf of Respondent.
2. For each and every Question contained herein, identify all persons consulted in the preparation of the answer.
3. For each and every Question contained herein, identify all documents consulted, examined, or referred to in the preparation of the answer or that contain information responsive to the Question and provide true and accurate copies of all such documents.
4. For the following individuals, describe all current and/or prior positions within Newmont or any subsidiary or related entity of Newmont, their job duties, title, years of employment and where each worked.

William B. Thompson
Edwin Holter

5. Who were the major stockholders and officers of Mason Valley Mines Company dissolved or otherwise ceased operations? Were any of the following companies or individuals also stockholders of Mason Valley and if so state the percentage of stock held by each.

William B. Thompson
Charles Ayer
Edwin Holter
Newmont, or any subsidiary, predecessor or related entity to Newmont

6. In October 1923, Mason Valley Mines Company sold all of its stock in the Gray Eagle Copper Company. Did Newmont, any subsidiary, predecessor or related entity, purchase the Gray Eagle Copper Company stock? If so, what percentage of the stock was purchased and by whom? Provide any and all documents regarding this sale. If some third party, unrelated to Newmont, purchased the stock and Newmont has information regarding this transfer, provide the details of that transaction including the purchaser, date of transfer and purchase agreement.
7. Before or upon the Mason Valley Mines Company dissolution in April 1929, did Newmont or any subsidiary, predecessor or related entity to Newmont purchase any assets of the dissolving company? If so, provide any and all documents including the purchase agreement related to this transaction.
8. Provide all contracts, agreements, correspondence and any other documents related to the Metals Reserve Company, the Gray Eagle Copper Company, and the Gray Eagle Mine. These documents would include any correspondence or contracts between Newmont, any subsidiary, predecessor or related entity of Newmont, and Metals Reserve Company. These documents also include any contracts, agreements and correspondence between the Empire Star Mine and the Metals Reserve Company.

9. During wartime operations, Newmont provided Gray Eagle Mine with money for capital improvements and operational expenses. Provide any agreements between Newmont and Gray Eagle Mine and/or Grey Eagle Copper Company regarding such transactions and the terms of the agreements.

10. During operations from approximately 1940 through 1945, was equipment or any other property transferred from the Empire Star Mine to the Gray Eagle Mine to be utilized during operations? If so, what property was transferred and who decided to transfer this property? Provide any and all documents relating to this arrangement. Upon the sale of Gray Eagle Mine in 1945, where did this personal property go?

11. Provide the sales agreement for the sale of Grey Eagle Mine in 1945 and any correspondence surrounding this sale. Did the purchaser purchase all remaining equipment and assets located at the facility?

12. On October 8, 1945, the Gray Eagle Copper Company was dissolved. Prior to or upon the dissolution, did Newmont or any subsidiary, predecessor or related entity merge with the company or purchase any remaining assets of the company. If so, provide documents regarding this arrangement.

13. State the names of the corporate officers of Gray Eagle Copper Company.

14. Provide any correspondence between or agreements entered into by Newmont, any subsidiary, predecessor or related entity of Newmont, and the following parties at the Grey Eagle Mine Site:

Standard Slag Company / Lafarge North America
Noranda Grey Eagle Mines / Noranda Inc.
Siskon Gold Corporation
California Regional Water Quality Control Board
Department of Fish and Game